

**SECTION C
MIAMISBURG CLOSURE PROJECT STATEMENT OF WORK**

C.1 MIAMISBURG CLOSURE PROJECT END-STATE VISION AND RESTORATION REQUIREMENTS 3

C.1.1 Contract Purpose and Overview 3

C.1.2 End-State Vision 3

C.1.3 Contractor Performance 3

C.1.4 Agency Agreements 4

C.2 FACILITY DISPOSITION AND ENVIRONMENTAL RESTORATION (ER)..... 4

C.2.1 Facilities 5

C.2.1.1 Facility Demolition..... 5

C.2.1.1.1 Demolition Preparation and Planning 7

C.2.1.1.2 Property Disposition 7

C.2.1.1.3 Maintenance 7

C.2.1.1.4 Utility Services..... 8

C.2.1.1.5 Physical Demolition..... 8

C.2.1.1.6 Demolition End-State..... 8

C.2.1.2 Facility Transfer..... 9

C.2.1.2.1 Transfer Preparation and Planning 9

C.2.1.2.2 Property Disposition 10

C.2.1.2.3 Operations and Maintenance..... 10

C.2.1.2.4 Utility Services..... 11

C.2.2 Utility Systems..... 11

C.2.2.1 Operations and Maintenance..... 11

C.2.2.2 Removal - Planning and Execution 11

C.2.2.3 Removal End-State 12

C.2.3 Potential Release Site Restoration..... 12

C.2.3.1 Potential Release Site (PRS) Restoration (Outside of Facilities) 12

C.2.3.1.1 Ongoing Response Actions 12

C.2.3.1.2 Further Assessments..... 13

C.2.3.1.3 Remaining Response Actions 13

C.2.3.2 Groundwater Monitoring and Analysis..... 14

C.2.3.3 Underground Storage Tank Removal..... 14

C.2.3.4 Ongoing CERCLA Activities 14

C.2.3.5 Site Reclamation..... 15

C.2.3.6 Final Site-wide Record of Decision (ROD) 15

C.2.4 Land Transfer 15

C. 3 WASTE MANAGEMENT AND NUCLEAR MATERIALS 15

C.3.1 Hazardous Waste (HW) Management..... 16

C.3.2 Radioactive Low Level Waste (LLW)/Low Level Mixed Waste (LLMW) Management 16

C.3.3 Transuranic (TRU) and TRU Mixed (TRUM) Waste Management 16

C.3.4 Excess Nuclear Materials 16

C.4 PROJECT SUPPORT 17

 C.4.1 Project Management System 17

 C.4.2 Integrated Safety Management System 17

 C.4.3 Environment, Safety and Health (ES&H) Program 17

 C.4.4 Site Operations 19

 C.4.5 Administration 19

 C.4.5.1 Infrastructure 19

 C.4.5.2 Records Management 19

 C.4.5.3 Communications 20

 C.4.6 Safeguards and Security 20

 C.4.6.1 Information Security 20

 C.4.6.2 Visitor Control/Badging/Lock and Key 21

 C.4.6.3 Protective Force 21

 C.4.7 Innovative Technology Programs 21

 C.4.8 Long-Term Stewardship (LTS) 21

C.5 PENSIONS AND OTHER EMPLOYEE BENEFIT PLANS 22

 C.5.1 Employee Welfare Benefit Programs 22

 C.5.2 Projected Costs 22

 C.5.3 Annual Actuarial Certification 23

C.6 DOE SUPPORT 23

Figure C-1 STATEMENT OF WORK SUMMARY 24

SECTION C MIAMISBURG CLOSURE PROJECT STATEMENT OF WORK

C.1 MIAMISBURG CLOSURE PROJECT END-STATE VISION AND RESTORATION REQUIREMENTS

C.1.1 Contract Purpose and Overview

This is a Cost-Plus-Incentive Fee (CPIF) closure contract that includes cost and schedule performance incentives. The closure contract reflects the application of performance-based contracting approaches and techniques that emphasize results/outcomes and minimize “how to” performance descriptions. The contractor has the responsibility for total performance under the contract, including determining the specific methods for accomplishing the work. The purpose of the contract is to safely close the site, meet regulatory requirements, support long-term stewardship planning, and prepare the Miamisburg Closure Project (MCP) for transition to the Miamisburg Mound Community Improvement Corporation (MMCIC) for industrial use.

C.1.2 End-State Vision

In order to achieve “Site Closure” the following activities shall be completed by September 30, 2006:

- All facilities shall be demolished (66 facilities) or decontaminated and transferred (9 facilities) to the MMCIC for industrial reuse (Section C.2.1)
- All above ground utility structures and components shall be removed (Section C.2.2)
- All known Potential Release Sites (PRS) including those associated with buildings, land, pipes and structures shall be investigated, remediated (if necessary), closed and documented (Section C.2.3)
- The site landscape shall be restored to grade with all debris and extraneous material removed (Section C.2.3.5)
- A draft Final Site-wide Record of Decision (ROD) document shall be submitted to, and formally accepted by, the Department of Energy (DOE) (Section 2.3.6)

The Statement of Work (SOW) required to achieve the end-state vision is summarized in Figure C-1 (attached).

C.1.3 Contractor Performance

The contractor shall furnish all personnel, facilities, equipment, material, services and supplies (except as set forth in this contract to be furnished by the DOE), and otherwise do all things necessary to accomplish work in a safe, integrated, effective and efficient manner.

The contractor shall be responsible for planning, integrating, managing and executing the programs, projects, operations and other activities as described in this SOW. This shall include the utilization of information, material, funds and other property of the DOE; the collection of revenues; and the acquisition, sale, or other disposal of Government property for the DOE. Additionally, the contractor shall develop, implement and maintain a comprehensive, resource-loaded baseline as required in Section H.1.2(a).

The contractor shall be responsible for providing general oversight and project management functions to enable the safe closure of the site. In addition, the contractor is responsible for the operations, environment, safety, health and quality assurance within its own organization and its subcontractors.

C.1.4 Agency Agreements

The contractor must comply with the Federal Facility Agreement (FFA) dated July 15, 1993, and its associated documents and milestones including the “Work-plan for the Environmental Remediation of the DOE Mound Site, The Mound 2000 Approach” dated February 1999. Throughout the solicitation, this work-plan is referred to as the Mound 2000 Approach.

Characterization and clean-up of existing PRSs shall be completed so that land and facilities are releasable according to, or in advance of, the approved FFA milestones. The current FFA milestone requirements are contained in DOE MEMP letter number MB-0267-00 dated March 28, 2002, as approved by U.S. Environmental Protection Agency (USEPA) letter dated June 13, 2002. The FFA milestones can be modified in March of any year with collective agreement of DOE and the regulators. The contractor must also comply with all site environmental permits and compliance documents contained in Attachment J, List A.

C.2 FACILITY DISPOSITION AND ENVIRONMENTAL RESTORATION (ER)

The contractor shall comply with the Mound 2000 Approach when demolishing or transitioning facilities and conducting ER activities. The Mound 2000 Approach is the regulatory decision-making process involving a “core team” of representatives from DOE, USEPA and Ohio EPA (OEPA) to evaluate environmental issues associated with clean-up activities. The Mound 2000 Approach provides the decision-making framework and the risk management methodology for evaluating site conditions, approving appropriate remedial action, and justifying the release of portions of the site to the MMCIC for industrial use.

This SOW makes frequent reference to the Mound 2000 Approach, core team activities, and contractor services that support the decision-making process. In all situations, the contractor shall follow the instructions of the Contracting Officer (CO) when providing products to the core team or receiving recommendations from the core team.

The following sections describe the work scope to be accomplished under the closure contract. The intent of the subsequent sections is to provide potential offerors with the best available information on “what” work scope needs to be accomplished but not to prescriptively define “how” or “when” the work will be accomplished. The contractor has the flexibility to propose a new project structure and to sequence the work associated with Sections C.2 through C.4 to optimize the project schedule to achieve safe, cost-effective and accelerated closure of the site.

C.2.1 Facilities

The MCP consists of 75 facilities to be demolished or transferred to MMCIC. Facilities are identified in Exhibits 1 and 2. The contractor shall dispose of other minor structures such as trailers, sheds and canopies in accordance with the Mound 2000 Approach.

At contract award, there will be an additional leased facility used by the incumbent contractor to accommodate shipping and receiving functions. This facility is located approximately four miles from the MCP. The contractor shall be afforded the opportunity to assume this lease or propose an alternative strategy for the shipping and receiving functions. Any costs associated with termination of the lease shall be included in the target cost and/or any cost benefit analysis.

C.2.1.1 Facility Demolition

The contractor shall demolish and remove the 66 facilities listed in Exhibit 1 in accordance with the Mound 2000 Approach. Timing of demolition activities will not be constrained by the DOE except as follows:

- (a) Fifty-eight (58) facilities are immediately available to begin the demolition process as defined in the Mound 2000 Approach. However, the following notification considerations apply:
 - If demolition of any facility requires the evacuation of Building OSW or OSE (presently occupied by DOE), the contractor shall provide six months notice to DOE to vacate the buildings.
 - Six (6) facilities (Buildings 23, 38, 125, HH, WD and Building 38 Stack) will have fixed-price demolition subcontracts in place on January 1, 2003. The contractor shall be afforded the opportunity to assume these subcontracts or propose alternative strategies for the demolition. The demolition subcontracts’ Scopes of Work are identified below. The contractor shall remove the stockpiled debris and the remaining slabs, foundations, utility systems, and contaminated soils within the building footprints.
 - Buildings 38 and 38 Stack - demolition of building structures with slabs and foundations remaining in place. Debris will be stockpiled by the subcontractor at an adjacent location on-site.

- Buildings 23, 125, and WD – demolition of the building structures with slabs and foundations removed. Debris will be stockpiled by the subcontractor at an adjacent location on-site.
 - Building HH structure is to be removed with concrete slab and foundation remaining. Debris will be stockpiled by the subcontractor at an adjacent location on-site.
- (b) The MMCIC leases five facilities (Buildings 49, 60, 89, 104 and DS) that are designated for demolition. These buildings will be available for the demolition process no later than the following:

| Building # | Availability Date |
|-------------------|--------------------------|
| 49 | January 1, 2003 |
| 60 | September 8, 2004 |
| 89 | September 8, 2004 |
| 104 | January 1, 2003 |
| DS | September 8, 2004 |

- (c) The DOE, Nuclear Energy (NE) Program occupies three facilities (Buildings 36, 37 and 50) that may be demolished. The DOE has initiated applicable National Environmental Policy Act (NEPA) analysis to determine the future of the NE mission relative to the MCP. Alternatives being analyzed include leaving the NE mission as currently configured at the MCP, relocation to other DOE sites, and relocation to Building T at MCP. The demolition of these facilities is included in this SOW but is conditional on the final determination of the NEPA analysis. The DOE will inform the contractor of the final determination, including if and when these facilities will be available to initiate demolition activities (final NEPA documentation is estimated to be Fourth Quarter, Fiscal Year (FY) 2003).

Most facilities listed in Exhibit 1 have no known radioactive contamination. The building demolition process in the Mound 2000 Approach allows these facilities to be demolished in accordance with the Integrated Safety Management System (ISMS) Description Document (as required by DEAR 970.5223-1) and the Occupational Safety and Health Standards for the Construction Industry (29 CFR 1926). The contractor is encouraged to coordinate with the CO to develop and execute innovative and graded approaches for removing facilities.

There are numerous PRSs located within and around the facilities listed in Exhibit 1. These PRSs are identified in the column labeled "Related PRSs." Disposition of these PRSs may occur during facility demolition in accordance with the Mound 2000 Approach. The PRSs not included in the facility demolition process will be disposed as described in Section C.2.3.

C.2.1.1.1 Demolition Preparation and Planning

The contractor shall plan building demolition and removal in accordance with the Building Disposition Process and Building Demolition Process identified within the Mound 2000 Approach. Planning documents already approved by the core team (e.g., Building Data Packages, Action Memoranda, Work Plans, Sampling and Analysis Plans, etc.) are listed in Exhibit 1 in the column labeled "Related Documents." The contractor may prepare planning documents for individual facilities (or a group of facilities) to optimize the MCP.

The contractor shall provide logistical support to DOE throughout the building disposition process and shall be responsible for planning and implementing response actions identified by the core team as directed by the CO. The contractor shall coordinate with the DOE to ensure the proper Labor Standard is applied to each subcontract.

C.2.1.1.2 Property Disposition

The contractor shall disposition all personal property in accordance with Personal Property Letter (PPL) 970-1, dated June 28, 1995, the Ohio Field Office (OFO) Protocol for Economic Development Personal Property, and in accordance with Federal Property Management Regulation 41 CFR 102-36. Personal property determined to have no commercial value may be disposed in the most cost-effective manner.

The contractor shall disposition classified equipment and material (see specific facility scope statements) in accordance with the requirements of 41 CFR 109-45.309-52 and DOE M 471.2-1C "Classified Matter Protection and Control Manual."

The contractor shall identify, control, and disposition high risk property as stated in the DOE PPL 970-3, Revision 1, dated February 3, 1998.

The contractor shall disposition Automatic Data Processing Equipment (ADPE) as stated in 41 CFR 409-43.307-53.

The contractor shall disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109-45.309-53.

C.2.1.1.3 Maintenance

The contractor shall develop and implement a graded approach to maintenance commensurate with the facility condition and schedule for demolition. The contractor shall determine the minimum appropriate level to maintain the facility in a safe condition until demolition. The contractor

may implement a "run to failure" approach to maintenance for non-essential equipment as approved by the CO. The contractor shall coordinate with the CO to tailor DOE maintenance and reporting requirements intended for operational facilities (e.g., failed equipment reporting as required by DOE Order 5480.19, Chapter VIII, and DOE O 430.1A, and DOE O 232.1A, Occurrence Reporting and Processing of Operating Information).

C.2.1.1.4 Utility Services

The contractor shall provide utility services for facilities in Exhibit 1 commensurate with the condition (occupied/vacant) of the facility and the planned schedule for demolition. Utility services must provide adequate building protection, including, but not limited to, fire protection, alarm systems, Nuclear Safety, and Life Safety Code Requirements (National Fire Protection Association 101) prior to demolition.

The contractor shall provide all utility services for facilities identified in Section C.2.1.1.b until those facilities have been vacated. The contractor shall provide the CO six months notice before terminating any utility service to an occupied facility.

C.2.1.1.5 Physical Demolition

The contractor shall demolish facilities listed in Exhibit 1 in accordance with the building demolition process described in the Mound 2000 Approach. Demolition includes removal of all above ground structures, basements, concrete slabs, footings and all utility systems and contaminated soils within the building's footprint. The building's footprint is defined as three (3) feet below the base of the slab and three (3) feet outside of the building's perimeter. The in-place volume of contaminated soils and debris contained within all building footprints is estimated to be 300,000 cubic feet. The contractor shall disposition these materials in accordance with Section C.3.

C.2.1.1.6 Demolition End-State

The contractor shall restore all demolition sites by back filling with acceptable material and grading to match the contours of the surrounding area. Acceptable materials can be approved off-site soils, uncontaminated crushed concrete, or certain soils, approved by the CO, relocated from other portions of the site. Building rubble shall be disposed as described in Section C.3. The area shall then be seeded with an appropriate grass seed mixture to attain a vegetated area. A crushed gravel finished surface may be permitted at certain locations if approved by the CO.

C.2.1.2 Facility Transfer

The contractor shall prepare for transfer the nine facilities listed in Exhibit 2 in accordance with the Mound 2000 Approach. Timing of transfer related activities will not be constrained by the DOE except as follows:

- (a) Five (5) facilities are immediately available to begin the transfer process as defined in the Mound 2000 Approach. However, the following operational and occupancy issues shall be considered by the contractor:
 - Building 45 is a calibration laboratory containing significant property and is currently occupied.
 - Buildings OSE and OSW are occupied by DOE and contractor personnel. The contractor shall provide six months notice to DOE prior to initiating transfer activities for these facilities.
 - Building T contains industrial, laboratory and office space as well as the Tritium Effluent Reduction Facility (TERF) which is operational and used to reduce tritium releases during the decontamination of Buildings SW, R and T.
 - Building 61 is the former shipping/receiving facility that is anticipated to be empty at contract award.
- (b) Two (2) facilities (Buildings COS and 28) were leased by DOE to MMCIC prior to the Mound 2000 Approach. Substantial environmental documentation was prepared to support the leases and should be able to support the Building Disposition Process identified in the Mound 2000 Approach.
- (c) The NE Program occupies two facilities (Buildings 126 and 128) that may be transferred to the MMCIC. The DOE has initiated applicable NEPA analysis to determine the future of the NE mission relative to the MCP. See Section C.2.1.1 (c) for alternatives under NEPA. For purposes of this SOW only, the transfer of these facilities is included but is conditional on the final determination of the NEPA analysis. The DOE will inform the contractor when these facilities will be available for transfer activities (estimated to be Fourth Quarter, FY 2003).

C.2.1.2.1 Transfer Preparation and Planning

The contractor shall plan building transfer activities in accordance with the Building Disposition Process identified within the Mound 2000 Approach. Planning documents already approved by the core team include, but are not limited to, Building Data Packages (BDP), Action Memoranda, Work Plans, and Verification Sampling and Analysis Plans and are listed in Exhibit 2 in the column labeled "Related Documents."

The core team will review information contained in the BDP to ensure environmental concerns are addressed prior to facility transfer. If the core team identifies environmental concerns, a Response Action (RA) will be required. The contractor shall plan and implement a resolution for all RAs as directed by the CO.

A facility is considered to be "prepared for transfer" after the core team reviews the BDP and one of two conditions exists: (1) No Further Action has been assigned, or (2) the core team's required RAs have been completed and certified in an On-Scene Coordinator Report. The CO will provide formal notification to the contractor when the facility is declared "prepared for transfer."

C.2.1.2.2 Property Disposition

The contractor shall disposition all personal property in accordance with PPL 970-1, dated June 28, 1995, the OFO Protocol for Economic Development Personal Property, and in accordance with Federal Property Management Regulation 41 CFR 102-36. Personal property determined to have no commercial value may be disposed in the most cost-effective manner.

The contractor shall disposition classified equipment and material (see specific facility scope statements) in accordance with the requirements of 41 CFR 109-45.309-52 and DOE M 471.2-1C "Classified Matter Protection and Control Manual."

The contractor shall identify, control, and disposition high risk property as stated in the DOE PPL 970-3, Revision 1, dated February 3, 1998.

The contractor shall disposition ADPE as stated in 41 CFR 409-43.307-53.

The contractor shall disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109-45.309-53.

C.2.1.2.3 Operations and Maintenance

The contractor shall perform all applicable preventive and corrective maintenance for operational facilities, occupied facilities, and facilities to be transferred. The contractor shall operate all building support systems for operational and occupied facilities.

When a facility has been prepared for transfer, as defined in Section C.2.1.2.1 above, the CO may identify future maintenance requirements (if any) to be performed by the contractor.

C.2.1.2.4 Utility Services

The contractor shall provide utility services to all facilities in Exhibit 2. During the Building Disposition Process the contractor shall coordinate, through the CO, with MMCIC to transition utility services from the MCP to MMCIC-identified sources.

When a facility has been prepared for transfer, as defined in Section C.2.1.2.1 above, the CO may identify future utility services (if any) to be provided by the contractor.

C.2.2 Utility Systems

The contractor shall remove all above ground utility components of the systems listed in Exhibit 3 and illustrated in Exhibits 3a through 3g. The contractor shall coordinate with MMCIC and DOE-NE, through the CO, on the continuity of utility services throughout the utility system removal process. The contractor shall provide DOE six months notice prior to the termination of any utility service. The contractor may propose innovative approaches to allow safe and cost-effective operation and deactivation of site utility systems.

C.2.2.1 Operations and Maintenance

The contractor shall operate and provide adequate maintenance to all operating utility systems until they are deactivated. The contractor shall implement a graded approach to the continuation of services and maintenance on all utility systems. The current status of the facilities being served and the minimum appropriate level of preventive and corrective maintenance shall be considered in the graded approach.

The contractor shall ensure compatibility with the maintenance and operational standards of the organization providing utility services to the site boundary. Electric power, natural gas and natural gas transportation are procured through Government contract. The contractor is responsible for the daily management of these services including, but not limited to, ordering, receiving invoices, validation of invoices and payment of invoices.

C.2.2.2 Removal - Planning and Execution

The contractor shall plan, schedule and coordinate outages and termination of utility services with work procedures consistent with the ISMS Description Document (as required by DEAR 970.5223-1) and the Occupational Safety and Health Standards for the Construction Industry (29 CFR 1926). These activities shall include an unambiguous description of how fluids, gases, or other materials contained within the utility systems will be removed, flushed and/or disposed.

C.2.2.3 Removal End-State

The areas directly affected by the removal of above ground utility components shall have all debris removed and shall be restored by back-filling with acceptable material and grading to match the contours of the surrounding area. Acceptable materials can be approved off-site soils, uncontaminated crushed concrete, or certain soils, approved by the CO, relocated from other portions of the site. The area shall then be seeded with an appropriate grass seed mixture to attain a vegetated area. A crushed gravel finished surface may be permitted at certain locations if approved by the CO.

C.2.3 Potential Release Site Restoration

C.2.3.1 Potential Release Site (PRS) Restoration (Outside of Facilities)

The contractor shall disposition 73 PRSs listed in Exhibit 4 located outside of building footprints. Within this SOW, the term "disposition" requires a PRS to be investigated, remediated (if necessary), closed and documented in accordance with the Mound 2000 PRS Process. The contractor may elect to group certain PRSs to optimize the MCP. For purposes of this SOW, PRSs have been categorized in Exhibit 4 as follows:

| | |
|-------------|---|
| Section I | Ongoing Response Actions (RAs) – 6 PRSs |
| Section II | Further Assessments – 9 PRSs |
| Section III | Remaining RAs – 58 PRSs |

Sampling, analysis, and/or waste disposal may be required to disposition the PRSs. These activities are expected not to exceed 4.0 million cubic feet of low level waste (soil and debris). Estimated individual PRS waste quantities (for reference only) are included in Exhibit 4.

C.2.3.1.1 Ongoing Response Actions

Based on current plans, at contract award remediation activities are expected to be underway for the six PRSs included in Exhibit 4, Section I. The contractor shall complete any work remaining to disposition these six PRSs. For planning purposes, these PRSs have been grouped into two response actions as follows. The contractor may elect to propose an alternative approach to disposition these PRSs.

- a. The PRSs 40, 66, 80, and 398 have been grouped together as a response action to remove Thorium and Plutonium contaminated soil and debris. The PRSs 40, 80 and 398 are in close proximity to PRS 66 and can be dispositioned with PRS 66. The action is

required to be completed during FY 2005 in accordance with the existing FFA milestones. However, the work is currently being accelerated and is expected to be complete during calendar year 2003. The work plan and Engineering Evaluation and Cost Analysis for this project are under preparation and may not be available prior to contract bid submittal. The preferred alternative is anticipated to be excavation and shipping of radiologically contaminated soil and debris to an off-site disposal facility (this should be considered the bounding condition). At the time of contract award, all preparatory work for this excavation is anticipated to be complete and actual excavation should be underway. The total volume of the waste anticipated to be generated from this project is included in Section C.2.3.1 and Exhibit 4.

- b. The PRSs 277 and 278 have been grouped due to geographical proximity. Physical work is expected to be completed by contract award, however, this cannot be assured and the contractor should assume that the RA will require physical completion along with verification sampling and the preparation of an On-Scene Coordinator's Report.

C.2.3.1.2 Further Assessments

The contractor shall conduct the further assessments required to disposition the nine PRSs listed in Exhibit 4, Section II. The contractor may elect to group PRSs to expedite the PRS process. Eight of these PRSs are expected to result in "no further action" designations but cannot be closed until the source of possible contamination (Buildings SW/R or the Sanitary Sewer System) has been dispositioned. The remaining PRS (414) is expected to result in a "no further action" designation but cannot be closed until the ground water issues are addressed as discussed in Section C.2.3.2.

C.2.3.1.3 Remaining Response Actions

The contractor shall disposition the remaining 58 PRSs listed in Exhibit 4, Section III. The contractor may elect to group PRSs to expedite the disposition process. The contractor may elect to proceed with the approved path forward or recommend an alternative approach to the CO for approval. The estimated waste volumes in Exhibit 4 are based on excavation and off-site disposal as the primary remediation technology. The contractor may propose alternative and innovative technologies or approaches to disposition these PRSs.

C.2.3.2 Groundwater Monitoring and Analysis

The contractor shall maintain the groundwater monitoring and assessment program as described in the Groundwater Monitoring Program and Groundwater Protection Management Program Plan. There are approximately 180 monitoring wells and piezometers currently in this program. Additional wells may need to be installed based on EPA negotiations prior to site closure. Wells not required for this program will be appropriately abandoned in accordance with State of Ohio Technical Guidance for Sealing Unused Wells, State Coordinating Committee on Groundwater, 1996.

The contractor shall conduct the necessary studies and analyses to demonstrate that metal (such as Ni and Cr) Maximum Contaminant Level (MCL) exceedences as reported in the groundwater monitoring reports are not associated with DOE operations. It is believed that these exceedences are a result of well corrosion. Installation of non-metallic wells, as well as, determination of appropriate alternative Point of Compliance locations may be required to demonstrate compliance. While completing this activity, the contractor shall interface with DOE and the regulators to develop and implement a cost-effective groundwater monitoring program that addresses current and projected future groundwater issues.

C.2.3.3 Underground Storage Tank Removal

The contractor shall remove and dispose of the two regulated underground storage tanks (UST) identified in the UST (EG-1 & EG-2) Closure Report, Project No. 98-003, of December 1998. These two regulated USTs, and associated soils, shall be removed and disposed by December 20, 2004, in accordance with State Fire Marshall regulations. (Note: In the State of Ohio, the State Fire Marshall regulates the disposition of underground storage tanks.)

The contractor shall submit an excavation plan, developed in accordance with State Fire Marshall regulations, to DOE ten months prior to the excavation. The contractor shall submit a final report summarizing action in accordance with State Fire Marshall regulations to the DOE.

Additional unregulated tanks that may be uncovered during the RAs shall be handled in accordance with the RA work plan developed in accordance with the Mound 2000 Approach.

C.2.3.4 Ongoing CERCLA Activities

The contractor shall operate and maintain the groundwater pump and treat system as described in Operable Unit One (OU1) Pump and Treatment Operation and Maintenance Plan dated March 2000. The pump and treat system must be

operated and tested until such time as remediation in the area is complete and the system can be shut down and demolished.

The contractor shall work with DOE to expedite the remediation in this area and conduct the appropriate tests (such as, but not limited to, rebound tests) to facilitate the shut down and removal of the system prior to site closure. If the remediation is not complete prior to the contractor issuing the draft final ROD, operation of the system will be included in the long-term stewardship plan. Responsibility for operation and oversight of the system post-closure will revert to the DOE.

C.2.3.5 Site Reclamation

The area remaining after remediation shall be restored by back-filling with acceptable material and graded to re-establish the natural contours of the site. Acceptable materials can be approved off-site soils, crushed concrete, or certain soils, approved by the CO, relocated from other portions of the site. The area shall then be seeded with an appropriate grass seed mixture to attain a vegetated area. A crushed gravel finished surface may be permitted at certain locations if approved by the CO.

C.2.3.6 Final Site-wide Record of Decision (ROD)

The contractor shall develop, submit, and obtain DOE's formal acceptance of a draft Final Site-wide ROD prepared in accordance with the Mound 2000 Approach. The draft final Site-wide ROD shall include a responsiveness summary from the public review period of the Proposed Plan that has been concurred on by the DOE, USEPA and OEPA.

C.2.4 Land Transfer

The contractor shall develop and submit, with the MCP baseline, a land transfer strategy consistent with the Mound 2000 Approach and supportive of an optimized site closure schedule. The contractor shall conduct all activities including, but not limited to, final parcel-wide verification sampling and preparation of the Residual Risk Evaluation (RRE), Proposed Plan, ROD, and Environmental Summary.

The contractor shall conduct or support all of the necessary actions including, but not limited to, parcel surveying, deed preparation, easement preparation and mapping to facilitate the property transfer.

C. 3 WASTE MANAGEMENT AND NUCLEAR MATERIALS

The contractor shall store, characterize, process, package and ship all waste and nuclear materials to a DOE-approved or other storage, treatment or disposal site. Wastes include, but are not limited to, construction debris, sanitary waste, Hazardous Waste (HW),

Radioactive Low Level Waste (LLW), Low Level Mixed Waste (LLMW), Transuranic (TRU) and TRU Mixed (TRUM) Waste. Wastes and nuclear materials must be processed and/or packaged to meet disposal or receiver site criteria as stipulated by the receiver site. To the extent practicable for a closure site, the contractor shall establish a waste minimization program. The contractor shall develop documentation and implement procedures to confirm traceability of each waste package, including, at a minimum, the origin of the HW, LLW, LLMW, TRU and TRUM, content of the waste package, and confirming and correlating sample and characterization results.

C.3.1 Hazardous Waste (HW) Management

The contractor shall prepare and package HW for off-site shipment to the appropriate treatment or disposal facility in accordance with state regulations. Buildings 23 and 72 are permitted for HW storage. Building T may be available for HW storage under an agreement with the OEPA, once Building 23 is demolished. The HW must be stored in accordance with 40 CFR 260-265 and Ohio Administrative Code 3745, and the RCRA Part B Permit. The contractor shall sign all manifests and Land Disposal Restrictions notifications.

C.3.2 Radioactive Low Level Waste (LLW)/Low Level Mixed Waste (LLMW) Management

The contractor shall expedite disposal of LLW (classified and unclassified) and LLMW as it is generated. The CO will identify receiver sites for all LLW and LLMW. All shipments of LLW and LLMW will be made to either a permitted commercial disposal facility or a Government disposal facility. The contractor shall manage all LLW and LLMW in accordance with Nevada Operations Office procedure NVO-325, Envirocare Waste Acceptance Guidelines, or any receiver site waste acceptance criteria.

C.3.3 Transuranic (TRU) and TRU Mixed (TRUM) Waste Management

The contractor shall store, package and ship approximately 300 cubic meters of TRU waste to the Savannah River Site (SRS) by November 30, 2003. The contractor shall characterize, certify and package TRU waste in accordance with the SRS Waste Acceptance Criteria and the OHOX Rail Car Safety Documentation. The existing tender with the railroads will be available to the contractor. The estimated cost per railcar shipment is \$52,000. These shipments can proceed only after approval has been provided by the SRS. In preparation for shipping, the contractor will maintain the two OHOX railcars in accordance with Department of Transportation (DOT)-E 5948. The OHOX railcars will then be shipped to a location as identified by the CO.

C.3.4 Excess Nuclear Materials

The contractor shall disposition excess nuclear materials identified during the closure of the MCP to another DOE or commercial facility. The contractor shall identify these materials, package and ship them in accordance with DOT and receiver site requirements.

The CO will identify appropriate receiver sites. At contract award, the following accountable nuclear materials are expected to be located at the MCP.

| Material | Estimated Quantity in Grams | Location Of Material | Projected Disposition | Projected Receiver Site | Projected Shipping Container |
|------------------|------------------------------------|-----------------------------|------------------------------|--------------------------------|-------------------------------------|
| Uranium | 5,000 | SW/R and T Complex | Waste | NTS | Type A |
| Depleted Uranium | 1,000 | SW/R and T Complex | Waste | NTS | Type A |
| Deuterium | 16,500 | Building T | Reuse/vent | ORNL | Storage Container |
| Californium-252 | 0.000387 | Building 45 | Reuse | ORNL | CNSI-13G |
| Plutonium-238 | 0.3 | Building SW | Reuse | LANL | DOT-6M |
| Tritium | 37 | SW/R and T Complex | Waste | NTS | Type A |

C.4 PROJECT SUPPORT

C.4.1 Project Management System

The contractor shall develop and maintain a project management system in accordance with clause H.1, Project Control Systems and Reporting Requirements.

C.4.2 Integrated Safety Management System

The contractor shall maintain a single, site-wide ISMS to accomplish all work as required by DEAR 970.5223-1, "Integration of Environment, Safety and Health into Work Planning and Execution." The contractor may adopt the existing approved ISMS or propose a new ISMS. A new ISMS will require DOE approval and Phase I/II verification.

The contractor's ISMS shall ensure safety considerations are integrated throughout the entire work planning and execution process. This shall start with a site closure strategy that considers safety when planning how building demolition, building transfer and environmental restoration objectives will be achieved. It shall extend through the execution of individual work packages where job site safety is ensured for each worker.

The contractor shall complete any pre-existing open corrective actions identified by prior ISMS Verifications. The ISMS program shall be subject to an annual verification review by an OFO chartered ISMS Verification Team.

C.4.3 Environment, Safety and Health (ES&H) Program

The contractor shall maintain an ES&H program to ensure the protection of the workers, the public and the environment. The contractor's ES&H program shall be operated as an integral, but visible, part of how the contractor conducts business. This includes prioritizing work planning and execution, establishing clear ES&H priorities, allocating resources to address programmatic and operational considerations, collecting and analyzing samples, correcting non-compliances and addressing all hazards for all MCP

facilities, operations and work. The contractor shall ensure that cost reduction efforts and efficiency efforts are fully compatible with ES&H performance.

The contractor shall take all actions necessary to preclude serious injuries and fatalities, keep worker exposures as low as reasonably achievable and environmental releases in compliance with regulatory requirements.

The contractor shall conduct all activities in compliance with Environmental Protection requirements including, but not limited to, those listed in Section J, Attachment A and B.

The contractor shall maintain the documented safety analysis documents, specifically the Basis for Interim Operations (BIOs) for buildings T, SW, R, 22, 23 and the Safety Assessment (SA) for the loading of TRU waste containers onto railcars. By April 10, 2003, the contractor shall submit for DOE approval updated safety analysis documents that meet the requirements of 10 CFR 830 Subpart B.

The contractor shall, at contract award, adopt existing regulatory required implementation plans and process (i.e., 10 CFR 835 Radiation Protection Plan (RPP), 10 CFR 830 Quality Assurance Implementation Plan, and Unreviewed Safety Question Process). The contractor may elect to update these plans and submit them for DOE approval.

The contractor shall maintain a fire protection program to support a level of fire protection sufficient to minimize losses from fire and fire related hazards. The contractor will ensure the site has access to a trained, equipped and qualified Fire Fighting force sufficient to minimize losses from fire and fire related hazards.

The contractor shall provide support for health programs/ambulatory care, beryllium and radiation worker health surveillance programs. These services are required to assess, monitor, record data and provide medical support for current site workers who are or may be exposed to radiological and hazardous materials.

The contractor shall provide the following classes of examination for the purpose of providing initial and continuing assessment of employee health: pre-placement in accordance with the American with Disabilities Act (42 U.S.C. 12101), qualification examinations, fitness for duty, medical surveillance and health monitoring, return to work health evaluations and termination examinations. The occupational medical department shall be informed of all job transfers and shall determine whether a medical evaluation is necessary. The physician responsible for the delivery of medical services or his/her designee shall inform contractor management of appropriate employee work restrictions.

The contractor shall provide training to both contractor and DOE employees as required by OSHA, DOE and DOT.

The contractor shall provide all safety and health personal protective equipment for both contractor and DOE employees at the MCP. The contractor shall calibrate and maintain monitoring and surveying equipment.

The contractor shall maintain the telephone hotline for the Mound Dose Reconstruction Project and respond to calls.

C.4.4 Site Operations

The contractor shall provide and implement an innovative approach for site operations to include plant maintenance and plant utilities consistent with its site closure strategy. The contractor shall maintain maintenance and repair records for nuclear systems and facilities to be transferred. The contractor shall provide general site maintenance to include, but not limited to, grass mowing, trimming of hedges and trees, pest control and snow removal. The contractor shall provide custodial services including, but not limited to, sanitation services (trash removal), recycling, cleaning of restrooms and drinking fountains, standard sanitation supplies in restrooms, and floor maintenance, such as wet mopping, stripping, buffing, refinishing, vacuuming and sweeping. The frequency of these activities shall be mutually agreed upon by the contractor and CO.

C.4.5 Administration

The contractor shall provide administrative services including, but not limited to, management, public affairs, financial, legal, procurement, program management, taxes, public information, human resource management and diversity commensurate to support the closure mission. The contractor shall support the DOE in responding to requests for documents and information including, but not limited to, Freedom of Information Act (FOIA) requests; Privacy Act requests; requests for former contractor employees' records; discovery requests served upon the DOE and its current and former prime contractors; any and all other requests from the DOE and/or current or former DOE contractors, including their counsel, for records within the contractor's possession; and requests from any and all investigative agencies. Such support shall include, but not be limited to, search, review and reproduction of such documents.

C.4.5.1 Infrastructure

The contractor shall be responsible for infrastructure services including, but not limited to, transportation, traffic management, shipping/receiving, vehicle and equipment maintenance and management and mail services.

C.4.5.2 Records Management

The contractor shall provide a records management program compliant with the OFO Records Management Program Management Guide dated March 2001. This includes, but is not limited to, maintenance, storage, protection and disposition of active and inactive records, retrieval from on-site storage facilities, and support ongoing discovery efforts for litigation. All records subject to the management of the contractor, including all records created prior to the effective date of this contract, are to be inventoried, scheduled and dispositioned prior to site closure.

Records required for post closure long-term stewardship should be identified and managed in accordance with Section C.4.8. This includes, but is not limited to, Geographic Information System, Mound Environmental Information Management System, and CERLCA and FOIA Reading Room documents. The contractor shall provide a complete records inventory list in a hardcopy and electronic format to the post-closure records custodian identified by the CO. The contractor shall lease and maintain a CERCLA required Reading Room through site closure. The current CERCLA Reading Room is located off-site.

The contractor shall disposition all weapons-related documents in accordance with the applicable DOE requirements and custodial agreements established with the Sandia National Lab.

C.4.5.3 Communications

The contractor shall provide communication capability, maintenance and management of voice, data, video, satellite and radio communication systems. The contractor shall maintain secure communications capabilities to other DOE sites and provide communications support for emergency operations. The following items shall be provided: secure voice data and facsimile communications, COMSEC accounting functions, itemized billing for telecommunication services and other infrastructure services to the MMCIC leased facilities, and server and firewall support.

C.4.6 Safeguards and Security

The contractor shall ensure appropriate levels of protection against unauthorized access; theft, diversion, loss of custody of special nuclear material; espionage; loss or theft of classified matter or Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and contractor employees, the public, or the environment. The contractor shall promptly prepare and submit applications for security clearances as required for work under this contract. Security clearances shall be required for work in portions of buildings SW, T and A.

C.4.6.1 Information Security

The contractor shall provide an information security program. This program shall include, but not be limited to, OPSEC, protection of classified and unclassified automated information, and classification/declassification. The contractor shall provide a Classification Officer who is authorized to exercise both derivative classification authority and derivative declassification authority, and assign classifications to appropriate documents, material and equipment originated or generated under this contract. The contractor shall establish and implement a declassification capability that will ensure compliance with the National Security

Information declassification requirements in Executive Order 12958, and satisfy DOE directives regarding the conduct of ongoing declassification reviews of Restricted Data and Formerly Restricted Data.

C.4.6.2 Visitor Control/Badging/Lock and Key

The contractor shall perform all visitor control functions for all visitors. The contractor is responsible for creation and issuance of the DOE standard badge to all site personnel as necessary. The contractor is also responsible for destruction of these badges and maintenance of records reflecting badge issuance and destruction. The contractor shall implement a lock and key program for all facilities and rooms. The contractor shall provide combination changes and repairs to classified repositories.

C.4.6.3 Protective Force

The contractor shall provide a protective force sufficient to protect the resources, personnel and assets of MCP.

C.4.7 Innovative Technology Programs

The contractor may request (through the CO) assistance from the Office of Science and Technology (EM-50) to support accelerated closure. Technical assistance can be provided to help identify necessary technologies and solutions and, under certain circumstances, to help with their deployment to reduce project and schedule risk and enable safe accelerated closure. Assistance can be in the form of technical support to review the MCP and identify new and innovative technologies or to assist with capital funding to share implementation costs for new technologies. Any impact resulting from technology deployment initiatives will not relieve the contractor from any cost or schedule commitments under this contract.

C.4.8 Long-Term Stewardship (LTS)

The contractor shall ensure that long-term stewardship (LTS) issues are considered in the cleanup decision-making processes and the closure of the MCP balances the cost of cleanup with DOE's LTS post closure liability. This shall be done within the Mound 2000 Approach prior to making cleanup decisions in order to minimize DOE's post closure liability to the maximum extent possible.

Even though the LTS activities after site closure are not included in the scope of this contract, the activities needed to ensure the site's successful transition to LTS are included. These concerns shall be considered during the Mound 2000 Approach.

The contractor shall support DOE in its efforts to ensure institutional controls and engineered controls are placed in a manner consistent with the MCP requirements.

The contractor shall develop a comprehensive LTS Plan for the MCP in accordance with the (draft) Long Term Stewardship Planning Guidance for Closure Sites. This shall include, but not be limited to, DOE responsibilities to maintain, monitor and enforce the institutional controls, planning for records/information management, public relations/education, environmental monitoring for all media of concern, and (if warranted) environmental remediation required post-closure (e.g., groundwater pump and treat). The LTS Plan shall be completed within one year after contract award and updated one year prior to site closure.

The Contractor shall assist DOE's analysis of site transfer readiness into LTS. The readiness analysis shall include the following: authority and accountability, site conditions, engineered controls, institutional controls, regulatory requirements, management of financial and human resources, information management, public outreach, and management of natural, cultural and historical resources. This analysis shall be completed shortly after the development of the LTS Plan and updated one year prior to site closure.

The contractor shall assist DOE in coordination and communication regarding LTS planning and transition with all involved parties including local stakeholders and regulators.

The contractor shall assist DOE with the development and distribution of the annual report on the effectiveness of institutional and engineering controls for transferred property. This applies to the property transferred to MMCIC prior to the completion of this contract.

C.5 PENSIONS AND OTHER EMPLOYEE BENEFIT PLANS

C.5.1 Employee Welfare Benefit Programs

The contractor shall be responsible for continuing a number of pre-existing employee welfare benefit programs. This includes managing and sponsoring benefit programs for current, retired and disabled employees. The contractor shall have responsibility for administering and maintaining the qualified status of all pension and investment plans.

C.5.2 Projected Costs

Retiree benefit programs are comprised primarily of pension and medical and life insurance plans. DOE projects that the costs for these programs during the term of this contract are as follows:

| Period | Pensions (ERISA Minimums) | Retiree Medical, Life, and Existing Worker Disability |
|-------------------|------------------------------|---|
| 01/01/03-09/30/03 | \$8,163,089 | \$7,148,163 |
| 10/01/03-09/30/04 | \$5,973,761 | \$9,778,305 |
| 10/01/04-09/30/05 | \$6,038,776 | \$10,211,306 |
| 10/01/05-09/30/06 | \$3,609,959 | \$10,645,344 |
| Totals | \$23,785,585 | \$37,783,118 |

C.5.3 Annual Actuarial Certification

The contractor shall submit annual actuarial certification and employer certification as the sponsoring employer and participating employer in MCP pension plans in order that such plans be in full compliance with Internal Revenue Code and Employee Retirement Income Security Act (ERISA) requirements including, but not limited to, any applicable non-discrimination testing.

C.6 DOE SUPPORT

The contractor shall provide office space for approximately 142 DOE personnel, as currently established until the building transfer process described in Section C.2.1.2 is implemented. The DOE currently occupies the second through fourth floors of Building OSE (approximately 100 personnel), the second floor of OSW (approximately 40 personnel), one office in Building 45 and one office in Building T. After Buildings OSE and OSW are vacated, the contractor shall maintain a limited number of office spaces on site for DOE personnel as directed by the CO.

The contractor shall provide services to include, but not limited to, custodial services, daily mail, computer support, telecommunications, printing, audiovisual support, moving equipment and furniture and records management.

The contractor shall support DOE in its effort to obtain records in support of the Energy Employees Occupational Injury Compensation Program Act (EEOICPA) of 2000. Cost in support of this program shall be tracked separately.

Upon request by the DOE, the contractor shall verify employment histories and provide medical records, radiation dose records, and any other records related to or pertinent to the condition or case for any individual who applies for compensation under the Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA), Public Law 106-398, 42 U.S.C. 7384, *et seq.* When directed by the DOE, the contractor shall not contest a state workers' compensation claim or award determined to be valid pursuant to Subtitle D of the EEOICPA. The EEOICPA costs shall not be funded with EM funds, and the contractor shall separately track EEOICPA costs and provide a monthly claims activity report of funds spent on EEOICPA claims processing.